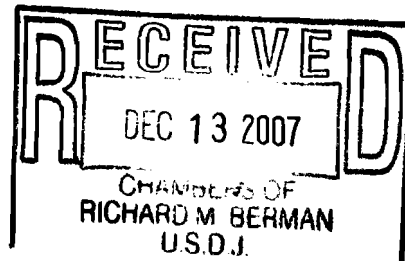


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I. FREDERICK SHOTKIN

December 13, 2007

By Hand

Honorable Richard M. Berman  
United States District Court Judge  
500 Pearl Street, Room 650  
New York, NY 10007-1312

**MEMO ENDORSED**

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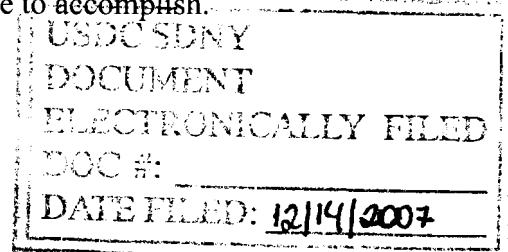
Re: 07 Civ 8819: James LeBow v.  
Mintz & Fraade et al.

Dear Judge Berman:

We are the defendant law firm that agreed to a settlement with Plaintiff that was ordered by the Court on October 31, 2007, a copy enclosed with transcript of settlement incorporated therein. We apologize for writing but the settlement is being breached by Plaintiff LeBow who is pursuing a separate State Court action that was stayed and ordered to be dismissed with prejudice. We believe we can only seek to have the settlement enforced by order of this Court, not by starting a separate action in this court nor by proceeding in the stayed State Court action.

We are confused by the Court's memorandum decision dated December 6, 2007, copies of which are attached hereto, which refers to your order dated November 14, 2007 because the order dated November 14, 2007 relates to the request by Robert Chira, our attorney of record, which dealt with an issue which was clearly outside of the scope of the settlement of this matter.

The order of this Court which is dated October 31, 2007, a copy of which is attached hereto, clearly states that the order is based upon the terms of the settlement which were placed on the record. In view of the breach by Plaintiff of the settlement terms, it is respectfully submitted that our appropriate course of action is to make an application to this Court with respect to such breach. We would never have agreed to the settlement if we knew that we had no recourse to your Honor in the event that the Plaintiff breached the settlement which you were able to accomplish.



MINTZ &amp; FRAADE, P.C.

Mr. Chira, spoke with your Honor's clerk who indicated that the matter is closed and we would have to commence a separate action with respect to enforcing the terms of the settlement. We entered the settlement in good faith to resolve the many disputes we have had with Mr. LeBow and we most reluctantly agreed to give him up to eight months to relocate, but we assumed by so agreeing that Mr. LeBow would not in the interim violate the settlement agreement by continuing to litigate in the State Court action. And, with all due respect to your Honor, we would not have accepted the compromises inherent in the settlement if it could not be enforced by this Court. We never contemplated that a separate action would be necessary to enforce the settlement. If that were the case, what was accomplished by the settlement?


We respectfully request that your Honor give us the opportunity to make a motion returnable before your Honor to enforce the settlement. If you believe that making a motion is not the best way to proceed, we request your Honor's guidance.

We respectfully request your Honor to reconsider. If not, we believe that our only recourse is to attempt to obtain a restraining order from the United States District Court for the Southern District because we do not believe that it is appropriate for us to attempt to have a state court enforce a Federal District Court settlement order.

The Court is <u>Not</u> entertaining any additional motions, etc. because, as noted by Mr. Chira on 12/5/07, this landlord-tenant dispute "is" "settled" + "closed." See Orders dated 10/31/07; 11/14/07; + 12/6/07, among others. I am confident that	
SO ORDERED: Date: 12/14/07	Richard M. Berman Richard M. Berman, U.S.D.J.
experienced Counsel can solve any new claims, disputes, etc. on their own, through mediation, in housing tribunals, etc.	

Very truly yours,

Mintz & Fraade, P.C.

By:   
 Alan P. Fraade